

# DIRECT RAMBUS RIMM SPECIFICATIONS AGREEMENT

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**This is a royalty-free, reciprocal patent license provided by Intel and Rambus for Adopters of the Direct Rambus RIMM Specifications who wish to make use of the RIMM Technologies described in the Direct Rambus RIMM Specifications in Compliant Portions of their products. When Adopter's authorized representative during the Adoption Period signs this Agreement and delivers it to the RIMM Specifications Office at the address below, this Agreement will be legally binding and will extend to all Fellow Adopters.**

## 1. Definitions: As used in this Agreement,

- "Adoption Period" means any time prior to the later of (i) the date two (2) year after the public release date of the Direct Rambus RIMM Specifications or (ii) the date one (1) year after Adopter first sells a product that includes a Compliant Portion.
- "Adopter" is the entity named at the end of this Agreement and such entity's Affiliates, provided that during the Adoption Period such entity (1) has executed this Agreement and (2) returned the executed Agreement to the RIMM Specifications Office at the address below.
- "Fellow Adopters" are Intel Corporation ("Intel"), Rambus Inc. ("Rambus"), Adopter, and any other entity which during the applicable Adoption Period executes and delivers or has executed and delivered to the RIMM Specifications Office a substantially identical counterpart of this Agreement, including the entity's Affiliates.
- "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject party, so long as such control exists.
- "Direct Rambus RIMM Specifications" are the following documents, finalized and published jointly by Intel and Rambus: *Direct Rambus RIMM Module Specification, Versions 0.8 through 1.0*; *Direct Rambus RIMM Connector Specification Versions 0.8 through 1.0*; and *Plate, Spreader, and Cover Versions 0.8 through 1.0*.
- "RIMM Technologies" are the printed circuit board layout requirements, connectors, heat spreaders, and continuity requirements disclosed in, and required by, one or more of the Direct Rambus RIMM Specifications.
- "Patents" of a party means all patents, patent applications and other patent rights (including utility models) in all countries of the world issued or issuing on patent or utility model applications and all foreign counterparts thereof, which, at any time, are or were during the term of this Agreement owned or controlled by that party or its Affiliates or are or were during the term of this Agreement licensed to that party or its Affiliates with the right to grant sublicenses of the scope granted herein without payment of royalties (except for payments between that party and its Affiliates, and payments to third parties for inventions made by said third parties while employed by that party or any of its Affiliates).
- "Licensed Claims" means claims of a party's Patents that must be infringed (i.e., there is no feasible alternative) in order to implement and comply with the RIMM Technologies. "Licensed Claims" does not include claims relating to semiconductor manufacturing technology, claims relating to integrated circuits, or claims not so required to be infringed in complying with the RIMM Technologies (even if in the same patent as Licensed Claims).
- "Fully Compliant" means an implementation of all portions of the RIMM Technologies required for a specific type of product or component thereof.
- "Compliant Portion" means portions of products that implement and are Fully Compliant with the RIMM Technologies in order to implement a RIMM memory module, and shall not include any integrated circuit or portion thereof.

## 2. Reciprocal License

- Each Fellow Adopter grants to each other Fellow Adopter a nonexclusive, royalty-free, irrevocable, nontransferable, non-sublicenseable, worldwide license under its Licensed Claims to make, have made, use, import, and directly and indirectly, offer to sell, sell, promote, and otherwise distribute Compliant Portions; provided that such license under Licensed Claims shall not extend to any part or function of a product in which a Compliant Portion is incorporated that is not itself part of the Compliant Portion or to which there was a feasible alternative to infringing a given claim.
- Adopter hereby accepts the licenses granted by the Fellow Adopters.

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### 3. General Legal Points

- Not Partners. The parties are independent companies and are not partners or joint venturers with each other. Neither Intel nor Rambus is acting on behalf of any other entity including, but not limited to, other adopters or promoters of the Direct Rambus RIMM Specifications.
- No Warranty. The Direct Rambus RIMM Specifications and all other information and material are provided by Intel and Rambus "AS IS" WITH NO WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY OTHERWISE ARISING OUT OF ANY PROPOSAL, SPECIFICATION, OR SAMPLE. NO REPRESENTATION OR WARRANTY IS MADE AS TO THE PERFORMANCE OR SAFETY OF PRODUCTS BASED ON THE INFORMATION AND MATERIALS PROVIDED, OR THAT SUCH INFORMATION OR MATERIALS ARE ERROR FREE.
- Damages. NO PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOSS OF PROFITS, LOSS OF USE, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.
- Governing Law. This Agreement shall be construed and controlled by the laws of Delaware. Any litigation arising out of this Agreement shall take place in Delaware, and the parties irrevocably consent to jurisdiction of the state and Federal courts there.
- Complete Agreement, No Other Licenses. This Agreement sets forth the parties' entire agreement regarding its subject matter. Except for the rights expressly provided by this Agreement, no party grants or receives, by implication, or estoppel, or otherwise, any rights under any patents or other intellectual property rights. No modifications or additions to or deletions from this Agreement shall be binding unless accepted in writing by an authorized representative of all parties.

#### Rambus Inc.

By: \_\_\_\_\_  
Vice-President

Date: \_\_\_\_\_

#### SEND TO:

**RIMM Specifications Office**  
**2465 Latham Street**  
**Mountain View, CA 94040**

#### Intel Corporation

By: \_\_\_\_\_  
Vice-President

Date: \_\_\_\_\_

#### Adopter

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
Authorized Representative (e.g. President or V.P)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_